

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

HELEN ABASCAL,

Plaintiff,

v.

COUNTY OF LOS ANGELES, a
public entity; LOS ANGELES
COUNTY SHERIFF'S
DEPARTMENT, a public entity;
DEPUTY HERNAN SEBASTIANI,
an individual; DEPUTY DAVID
ALBARRAN, an individual;
DEPUTY JUAN ZAMORA, an
individual; DEPUTY ROLANDO
IGLESIAS, an individual;
SERGEANT MARCOS ROSALES,
an individual; AND DOES 1-20,
INCLUSIVE,

Defendants.

Case No.: 2:23-cv-05246 HDV (JCx)

STIPULATED PROTECTIVE ORDER

DISCOVERY MATTER

Action Filed: June 30, 2023
Pretrial Conference: TBD
Trial Date: TBD

Assigned to:
Hon. Hernan D. Vera, District Judge
Courtroom 5B

1 1. A. PURPOSES AND LIMITATIONS

2 As the parties have represented that discovery in this action is likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than prosecuting
5 this litigation may be warranted, this Court enters the following Protective Order. This
6 Order does not confer blanket protections on all disclosures or responses to discovery.
7 The protection it affords from public disclosure and use extends only to the limited
8 information or items that are entitled to confidential treatment under the applicable legal
9 principles. Further, as set forth in Section 12.3, below, this Protective Order does not
10 entitle the parties to file confidential information under seal. Rather, when the parties
11 seek permission from the court to file material under seal, the parties must comply with
12 Civil Local Rule 79-5 and with any pertinent orders of the assigned District Judge and
13 Magistrate Judge.

14 B. GOOD CAUSE STATEMENT

15 In light of the nature of the claims and allegations in this case and the parties'
16 representations that discovery in this case will involve the production of confidential
17 records, and in order to expedite the flow of information, to facilitate the prompt
18 resolution of disputes over confidentiality of discovery materials, to adequately protect
19 information the parties are entitled to keep confidential, to ensure that the parties are
20 permitted reasonable necessary uses of such material in connection with this action, to
21 address their handling of such material at the end of the litigation, and to serve the ends
22 of justice, a protective order for such information is justified in this matter. The parties
23 shall not designate any information/documents as confidential without a good faith
24 belief that such information/documents have been maintained in a confidential, non-
25 public manner, and that there is good cause or a compelling reason why it should not be
26 part of the public record of this case.

2. DEFINITIONS

2.1 Action: The instant action: *Helen Abascal v. County of Los Angeles, et al.*, 2:23-cv-5246-HDV (JCx).

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

2.5 Designating Party: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

2.6 Disclosure or Discovery Material: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

2.7 Expert: a person with specialized knowledge or experience in a matter pertinent to the litigation who has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this Action.

2.8 House Counsel: attorneys who are employees of a party to this Action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

2.9 Non-Party: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a party to this Action but are retained to represent or advise a party to this Action and have

1 appeared in this Action on behalf of that party or are affiliated with a law firm which
2 has appeared on behalf of that party, and includes support staff.

3 2.11 Party: any party to this Action, including all of its officers, directors,
4 employees, consultants, retained experts, and Outside Counsel of Record (and their
5 support staffs).

6 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
7 Discovery Material in this Action.

8 2.13 Professional Vendors: persons or entities that provide litigation support
9 services (e.g., photocopying, videotaping, translating, preparing exhibits or
10 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
11 their employees and subcontractors.

12 2.14 Protected Material: any Disclosure or Discovery Material that is
13 designated as "CONFIDENTIAL."

14 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
15 from a Producing Party.

16 3. SCOPE

17 The protections conferred by this Order cover not only Protected Material (as
18 defined above), but also (1) any information copied or extracted from Protected
19 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and
20 (3) any deposition testimony, conversations, or presentations by Parties or their Counsel
21 that might reveal Protected Material, other than during a court hearing or at trial.

22 Any use of Protected Material during a court hearing or at trial shall be governed
23 by the orders of the presiding judge. This Order does not govern the use of Protected
24 Material during a court hearing or at trial.

25 4. DURATION

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
28 in writing or a court order otherwise directs. Final disposition shall be deemed to be the

1 later of (1) dismissal of all claims and defenses in this Action, with or without
2 prejudice; and (2) final judgment herein after the completion and exhaustion of all
3 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
4 for filing any motions or applications for extension of time pursuant to applicable law.

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.
7 Each Party or Non-Party that designates information or items for protection under this
8 Order must take care to limit any such designation to specific material that qualifies
9 under the appropriate standards. The Designating Party must designate for protection
10 only those parts of material, documents, items, or oral or written communications that
11 qualify so that other portions of the material, documents, items, or communications for
12 which protection is not warranted are not swept unjustifiably within the ambit of this
13 Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations that
15 are shown to be clearly unjustified or that have been made for an improper purpose
16 (e.g., to unnecessarily encumber the case development process or to impose
17 unnecessary expenses and burdens on other parties) may expose the Designating Party
18 to sanctions.

19 If it comes to a Designating Party's attention that information or items that it
20 designated for protection do not qualify for protection, that Designating Party must
21 promptly notify all other Parties that it is withdrawing the inapplicable designation.

22 5.2 Manner and Timing of Designations. Except as otherwise provided in this
23 Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise stipulated
24 or ordered, Disclosure or Discovery Material that qualifies for protection under this
25 Order must be clearly so designated before the material is disclosed or produced.

26 Designation in conformity with this Order requires:

27 (a) for information in documentary form (e.g., paper or electronic
28 documents, but excluding transcripts of depositions), that the Producing Party affix at a

1 minimum, the legend “CONFIDENTIAL” (hereinafter “CONFIDENTIAL legend”), to
2 each page that contains protected material. If only a portion or portions of the material
3 on a page qualifies for protection, the Producing Party also must clearly identify the
4 protected portion(s) (e.g., by making appropriate markings in the margins).

5 A Party or Non-Party that makes original documents available for
6 inspection need not designate them for protection until after the inspecting Party has
7 indicated which documents it would like copied and produced. During the inspection
8 and before the designation, all of the material made available for inspection shall be
9 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents it
10 wants copied and produced, the Producing Party must determine which documents, or
11 portions thereof, qualify for protection under this Order. Then, before producing the
12 specified documents, the Producing Party must affix the “CONFIDENTIAL legend” to
13 each page that contains Protected Material. If only a portion or portions of the material
14 on a page qualifies for protection, the Producing Party also must clearly identify the
15 protected portion(s) (e.g., by making appropriate markings in the margins).

16 (b) for testimony given in depositions, the Designating Party may either:
17 i. identify on the record, before the close of the deposition, all
18 “Confidential” Testimony, by specifying all portions of the Testimony that qualify as
19 “Confidential;” or

20 ii. designate the entirety of the Testimony at the
21 deposition as “Confidential” (before the deposition is concluded) with the right to
22 identify more specific portions of the Testimony as to which protection is sought within
23 30 days following receipt of the deposition transcript. In circumstances where portions
24 of the deposition Testimony are designated for protection, the transcript pages
25 containing “Confidential” Information may be separately bound by the court reporter,
26 who must affix to the top of each page the legend “Confidential,” as instructed
27 by the Designating Party.

28 ///

1 (c) for information produced in some form other than documentary and
2 for any other tangible items, that the Producing Party affix in a prominent place on the
3 exterior of the container or containers in which the information is stored the legend
4 “CONFIDENTIAL.” If only a portion or portions of the information warrants
5 protection, the Producing Party, to the extent practicable, shall identify the protected
6 portion(s).

7 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
8 failure to designate qualified information or items does not, standing alone, waive the
9 Designating Party’s right to secure protection under this Order for such material. Upon
10 timely correction of a designation, the Receiving Party must make reasonable efforts to
11 assure that the material is treated in accordance with the provisions of this Order.

12 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

13 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
14 designation of confidentiality at any time that is consistent with the Court’s Scheduling
15 Order.

16 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
17 resolution process under Local Rule 37-1 et seq.

18 6.3 The burden of persuasion in any such challenge proceeding shall be on the
19 Designating Party. Frivolous challenges, and those made for an improper purpose (e.g.,
20 to harass or impose unnecessary expenses and burdens on other parties) may expose the
21 Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn
22 the confidentiality designation, all parties shall continue to afford the material in
23 question the level of protection to which it is entitled under the Producing Party’s
24 designation until the Court rules on the challenge.

25 7. ACCESS TO AND USE OF PROTECTED MATERIAL

26 7.1 Basic Principles. A Receiving Party may use Protected Material that is
27 disclosed or produced by another Party or by a Non-Party in connection with this
28 Action only for prosecuting, defending, or attempting to settle this Action. Such

1 Protected Material may be disclosed only to the categories of persons and under the
2 conditions described in this Order. When the Action has been terminated, a Receiving
3 Party must comply with the provisions of Section 13 below.

4 Protected Material must be stored and maintained by a Receiving Party at a
5 location and in a secure manner that ensures that access is limited to the persons
6 authorized under this Order.

7 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise
8 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
9 may disclose any information or item designated “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
11 well as employees of said Outside Counsel of Record to whom it is reasonably
12 necessary to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of
14 the Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who have
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
27 requests that the witness sign the “Acknowledgment and Agreement to Be Bound” form
28 attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential

1 information unless they sign the “Acknowledgment and Agreement to Be Bound”
2 attached as Exhibit A, unless otherwise agreed by the Designating Party or ordered by
3 the court. Pages of transcribed deposition testimony or exhibits to depositions that
4 reveal Protected Material may be separately bound by the court reporter and may not be
5 disclosed to anyone except as permitted under this Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
9 OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation that
11 compels disclosure of any information or items designated in this Action as
12 “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification
14 shall include a copy of the subpoena or court order unless prohibited by law;

15 (b) promptly notify in writing the party who caused the subpoena or order
16 to issue in the other litigation that some or all of the material covered by the subpoena
17 or order is subject to this Protective Order. Such notification shall include a copy of
18 this Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be
20 pursued by the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served with the
22 subpoena or court order shall not produce any information designated in this action as
23 “CONFIDENTIAL” before a determination by the court from which the subpoena or
24 order issued, unless the Party has obtained the Designating Party’s permission, or unless
25 otherwise required by the law or court order. The Designating Party shall bear the
26 burden and expense of seeking protection in that court of its confidential material and
27 nothing in these provisions should be construed as authorizing or encouraging a
28 Receiving Party in this Action to disobey a lawful directive from another court.

1 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
2 IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as “CONFIDENTIAL.” Such information produced
5 by Non-Parties in connection with this litigation is protected by the remedies and relief
6 provided by this Order. Nothing in these provisions should be construed as prohibiting
7 a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to produce
9 a Non-Party’s confidential information in its possession, and the Party is subject to an
10 agreement with the Non-Party not to produce the Non-Party’s confidential information,
11 then the Party shall:

12 (1) promptly notify in writing the Requesting Party and the Non-Party that
13 some or all of the information requested is subject to a confidentiality agreement with a
14 Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Protective Order in
16 this Action, the relevant discovery request(s), and a reasonably specific description of
17 the information requested; and

18 (3) make the information requested available for inspection by the Non-
19 Party, if requested.

20 (c) If a Non-Party represented by counsel fails to commence the process called
21 for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and
22 accompanying information or fails contemporaneously to notify the Receiving Party
23 that it has done so, the Receiving Party may produce the Non-Party’s confidential
24 information responsive to the discovery request. If an unrepresented Non-Party fails to
25 seek a protective order from this court within 14 days of receiving the notice and
26 accompanying information, the Receiving Party may produce the Non-Party’s
27 confidential information responsive to the discovery request. If the Non-Party timely
28

1 seeks a protective order, the Receiving Party shall not produce any information in its
2 possession or control that is subject to the confidentiality agreement with the Non-Party
3 before a determination by the court unless otherwise required by the law or court order.
4 Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
5 seeking protection in this court of its Protected Material.

6 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

7 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
8 Protected Material to any person or in any circumstance not authorized under this
9 Protective Order, the Receiving Party must immediately (a) notify in writing the
10 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all
11 unauthorized copies of the Protected Material, (c) inform the person or persons to
12 whom unauthorized disclosures were made of all the terms of this Order, and (d)
13 request such person or persons to execute the “Acknowledgment and Agreement to Be
14 Bound” that is attached hereto as Exhibit A.

15 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE 16 PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain
18 inadvertently produced material is subject to a claim of privilege or other protection, the
19 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
20 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
21 may be established in an e-discovery order that provides for production without prior
22 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
23 parties reach an agreement on the effect of disclosure of a communication or
24 information covered by the attorney-client privilege or work product protection, the
25 parties may incorporate their agreement into this Protective Order.

26 12. MISCELLANEOUS

27 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
28 person to seek its modification by the Court in the future.

1 12.2 Right to Assert Other Objections. No Party waives any right it otherwise
2 would have to object to disclosing or producing any information or item on any ground
3 not addressed in this Protective Order. Similarly, no Party waives any right to object on
4 any ground to use in evidence of any of the material covered by this Protective Order.

5 12.3 Filing Protected Material. A Party that seeks to file under seal any
6 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
7 orders of the assigned District Judge and Magistrate Judge. If a Party's request to file
8 Protected Material under seal is denied by the court, then the Receiving Party may file
9 the information in the public record unless otherwise instructed by the court.

10 13. FINAL DISPOSITION

11 After the final disposition of this Action, as defined in Section 4, within 60 days
12 of a written request by the Designating Party, each Receiving Party must return all
13 Protected Material to the Producing Party or destroy such material. As used in this
14 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected
16 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
17 must submit a written certification to the Producing Party (and, if not the same person
18 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by
19 category, where appropriate) all the Protected Material that was returned or destroyed
20 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
21 compilations, summaries or any other format reproducing or capturing any of the
22 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
23 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,
24 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
25 work product, and consultant and expert work product, even if such materials contain
26 Protected Material. Any such archival copies that contain or constitute Protected
27 Material remain subject to this Protective Order as set forth in Section 4.

1
2 14. Any violation of this Order may be punished by any and all appropriate measures
3 including, without limitation, contempt proceedings and/or monetary sanctions.
4

5 IT IS SO ORDERED.
6

7 DATED: November 8, 2023
8

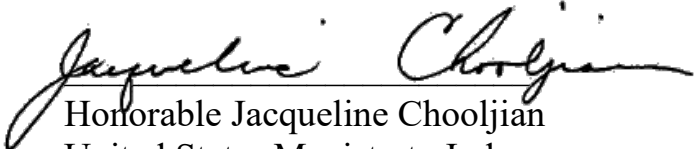
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11 Honorable Jacqueline Chooljian
12 United States Magistrate Judge
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 [print or type full address], declare under penalty of perjury that I have read in its
 entirety and understand the Protective Order that was issued by the United States District
 Court for the Central District of California on November 8, 2023, in the case of *Helen
 Abascal v. County of Los Angeles, et al.*, Case No. 2:23-cv-05246-HDV(JCx). I agree to
 comply with and to be bound by all the terms of this Protective Order and I understand
 and acknowledge that failure to so comply could expose me to sanctions and punishment
 in the nature of contempt. I solemnly promise that I will not disclose in any manner any
 information or item that is subject to this Protective Order to any person or entity except
 in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for the purpose of enforcing the terms of this Protective
 Order, even if such enforcement proceedings occur after termination of this action. I
 hereby appoint _____ [print or type full name] of
 _____ [print or type full address and
 telephone number] as my California agent for service of process in connection with this
 action or any proceedings related to enforcement of this Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____